

Aug 18 3 18 PM '04

This instrument prepared by:

Gary P. Snyder

Watkins Ludlam Winter & Stennis, P.A.

P.O. Box 1456

Olive Branch, MS 38654

(662) 895-2996

INDEXING INSTRUCTIONS:

Record and return to preparer.

BK 480 PG 27
W.E. DAVIS CH. CLK.**STORM WATER DRAINAGE EASEMENT**

(Construction by GRANTEE)

FOR AND IN CONSIDERATION of the sum of Two Thousand Two Hundred Thirty and 00/100 Dollars (\$2,230.00) cash in hand paid by the City of Olive Branch, a municipality, hereinafter called GRANTEE, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, we, David H. Stringfield, III and wife, Nancy G. Stringfield, hereinafter called GRANTOR, do hereby grant and convey to GRANTEE a Permanent Storm Water Drainage Easement and a Temporary Construction Easement for the right, privilege and authority to install, construct, excavate, operate, inspect, maintain, repair, replace in whole or in part, or remove a storm water drainage ditch, an underground storm water drainage line(s), or other drainage materials or systems and its related appurtenances upon, over or through the parcel of land hereinafter described and being situated in the City of Olive Branch, DeSoto County, Mississippi, to wit:

PERMANENT EASEMENT

See Exhibit 1 attached hereto for complete legal description.

GRANTEE shall have those rights which are required for the safe, reasonable and proper exercise of these purposes for which the easement rights are conveyed and accepted, including the rights of ingress and egress to and from said storm water drainage ditch/line(s) for the purposes aforesaid, the right to remove trees, shrubs, vegetation, debris and non-functioning structures.

GRANTEE shall have the right to remove with the obligation to replace with the same or like kind to substantially the same or better condition, any fences, culverts, lawns, functioning structures (including but not limited to driveways, and/or storm water drainage pipes), soil and other items, except those listed above, whose removal is required for the safe, reasonable and proper exercise of the purposes for which the easement rights are conveyed and accepted.

GRANTOR expressly reserves unto himself, his heirs, successors and assigns, all right, title, interest and privilege as may be exercised without interference with or abridgment of the easement rights conveyed herein.

GRANTEE agrees that as soon as practicable after disturbance of improvements on or the surface of said parcels of land as a result of the exercise of the rights granted herein, such improvements and/or surfaces shall be restored as outlined hereinabove.

GRANTEE agrees to use reasonable efforts in exercising the easement rights conveyed herein not to unreasonably disturb or interfere with access to, any business or businesses from time to time conducted on GRANTOR'S property adjacent to the parcel of land herein subjected to permanent easement rights.

GRANTOR and GRANTEE acknowledge, covenant, and/or agree

That the consideration for the conveyance of the easement rights herein conveyed, which constitutes a partial taking of GRANTOR'S property, includes compensation for damages, if any, to GRANTOR'S property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTOR'S property outside of the parcels of land hereinabove described, if such damages should occur during or as a result of the exercise of any rights conveyed herein;

That GRANTOR covenants and warrants that he is the lawful owner of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

That GRANTOR acknowledges his right to receive compensation for such Easements and hereby intentionally waives any right to same.

GRANTOR and GRANTEE do hereby stipulate that all right, title, and interest in and to said storm water drainage ditch/line and its related appurtenances shall be vested in GRANTEE.

No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the GRANTOR; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

The Rights herein granted may be assigned in Whole or in Part.

The Temporary Construction Easement shall be of no further effect from and after six (6) months from completion of construction and removal of all equipment.

The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 16th day of December, 2003.

GRANTOR:

GRANTEE:


David H. Stringfield, III

CITY OF OLIVE BRANCH, MISSISSIPPI

BY: 
Samuel P. Rikard, Mayor

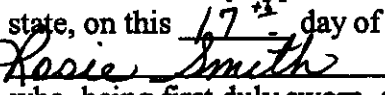

Nancy G. Stringfield


ATTEST: 
Judy C. Herrington, City Clerk

Witnessed by: 

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of December, 2003, within my jurisdiction, , the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that 5 he saw the within named David H. Stringfield, III and wife, Nancy G. Stringfield, whose names are subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed her name as witness thereto in the presence of same.


Witness


NOTARY PUBLIC

My Commission Expires:

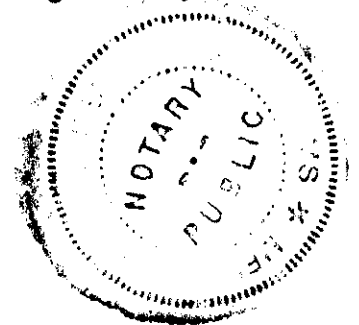
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 19, 2005
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of August, 2004 within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, duly identified before me, who acknowledged that they are Mayor and City Clerk, respectively, of the City of Olive Branch, Mississippi, a municipal corporation, and that for and on behalf of said municipal corporation, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said municipal corporation so to do.

M. L. Black
NOTARY PUBLIC



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 11, 2007
BONDED THRU STEGALL NOTARY SERVICE

Grantor's Address:

6321 Darren Drive

Olive Branch, MS 38654

Bus. Tel.: 901-218-6459

Res. Tel.: _____

Grantee's Address:

9189 Pigeon Roost Avenue

Olive Branch, Mississippi 38654

662-895-4131

662-895-4131

**DAVID B. STRINGFIELD and wife,
NANCY G. STRINGFIELD
BOOK 400, PAGE 197**

EXHIBIT 1

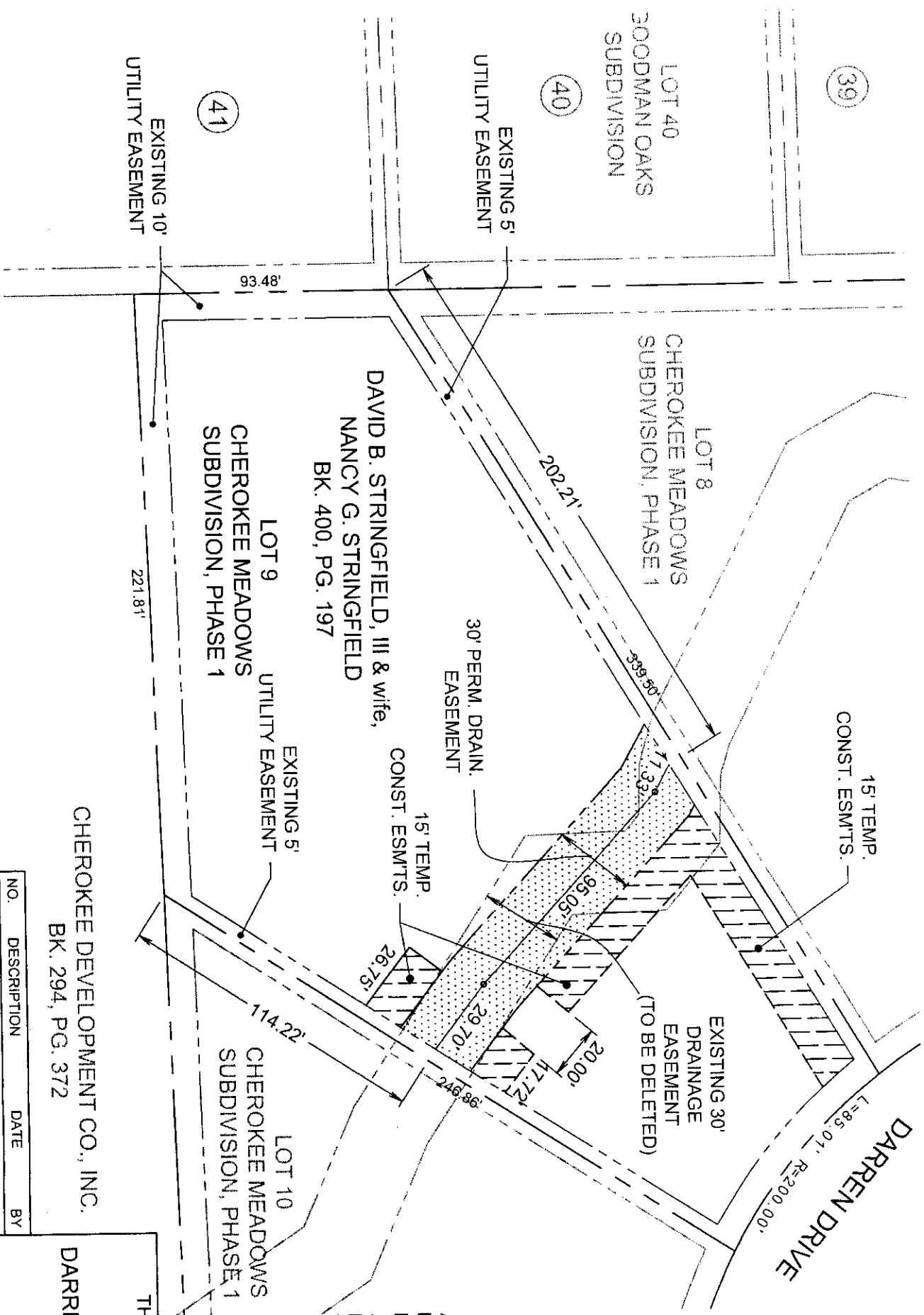
Being a portion of the Lot 9, Phase 1, Cherokee Meadows subdivision, lying in Section 31, Township 1 South, Range 6 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Plat Book 61, Pages 37-38 in the Desoto County Chancery Clerk's Office, and being more particularly described as follows:

PERMANENT DRAINAGE EASEMENT

Being a 30 foot wide strip of land with a centerline being described as follows: Beginning at a point in the southeast line of an existing 5 foot utility easement along the northwest line of subject property approximately 202.21 feet northeast of the northwest corner of subject property as measured along the northwest property line; thence in a southeasterly direction a distance of approximately 11.33 feet to a point; thence continuing in a southeasterly direction a distance of approximately 95.05 feet to a point; thence continuing in a southeasterly direction a distance of approximately 29.70 feet to a point in the northwest line of an existing 5 utility easement along the southeast line of subject property located approximately 114.22 feet northeast of the southeast corner of subject property as measured along the southeast line of said property and containing 4,083 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being a 15 foot wide strip of land along the northeast side of the above described permanent drainage easement with a 20 foot wide gap that extends westward (excluding the concrete driveway) beginning at a point located approximately 17.72 feet west of the existing 5 foot utility easement along the eastern most property line of subject property, a 15 foot wide strip of land along the southwest side of the above described permanent drainage easement extending approximately 26.75 feet northwest of an existing utility easement along the southeast line of subject property, and a 15 foot strip of land along the southeast line of an existing 5 foot wide utility easement along the northwest line of subject property all containing 3,353 square feet, more or less.



SCALE: 1" = 50'

EASEMENT REQUIRED:
UNENCUMBERED: ENCUMBERED:
PERM: 4.083 S.F. PERM: 0.0 S.F.
TEMP: 3.353 S.F. TEMP: 0.0 S.F.

EASEMENT TO BE
ABANDONED:
UNENCUMBERED: ENCUMBERED:
PERM: 4.455 S.F. PERM: 0.0 S.F.

Address: 6321 Darren Drive
Pre-take Acreage: 1.204 Ac. 52,434 Sq. Ft.
Permanent Easement: 0.094 Ac. 4,083 Sq. Ft.
Abandoned Easement: 0.102 Ac. 4,455 Sq. Ft.
Post take Acreage: 1.110 Ac. 48,351 Sq. Ft.
Temporary Easement: 0.077 Ac. 3,353 Sq. Ft.

EXHIBIT NO. 1

SHEET 1 OF 1

CHEROKEE DEVELOPMENT CO., INC.
BK. 294, PG. 372

DRAINAGE EASEMENT

DARREN ROAD DRAINAGE IMPROVEMENTS

PREPARED BY: F&A BK. 400, PG. 197 TRACT: STRINGFIELD

DRAFTSMAN: KWC DATE: JUN., 2003

THIS PROPERTY IS LOCATED IN
THE SE QUARTER OF SECTION 31,
TOWNSHIP 1 SOUTH, RANGE 6 WEST
DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY
1	ESMT REVISION	01-08-04	KWC